

**TANZANIA PEOPLE DEFENCE FORCE
COMMAND AND STAFF COLLEGE DULUTI**



Bid No: IE/ 01/2023-24/CSC/G/012
FOR

CONSTRUCTION OF MODERN GYMNASIUM

INVITATION FOR TENDER

The Secretary (Quatermaster),
Command and Staff College,
P.O Box 7205,
ARUSHA
Tel: +255 272970130
Email: info@cscduluti.mil.tz

SECTION I: INVITATION FOR TENDERS

**MINISTRY OF DEFENCE AND NATIONAL SERVICE
NGOME TENDER BOARD**



Bid No: IE/ 01/2023-24/CSC/G/012

FOR

CONSTRUCTION OF MODERN GYMNASIUM

INVITATION FOR TENDER

P.O BOX 7205
ARUSHA.
12 July, 2023

**TO: M/S XXX,
P.O. BO X XX**

1. **High Commission of India (HCI), Dar es Salaam** has set aside funds for the operation of the **Command and Staff College Duluti**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for **Proposed Construction of Modern Gymnasium**.
2. You are hereby invited to submit your price tender for executing the works as described in the Bills of Quantities (BoQs) as shown in **Section VIII**
3. Procurement will be conducted through the **Competitive Tendering** procedures.
4. You may obtain further information from and inspect the Tender Documents at the office of **The Secretary (Quartermaster), Command and Staff College Duluti**, Defence Force Headquarters, Duluti Street from 0800hrs to 1400hrs on Mondays to Fridays inclusive except on public holidays.
5. All tenders in one original plus two copies, properly filled in, and enclosed in plain

envelopes marked **Bid No: IE/ 01/2023-24/CSC/W/022** for **Proposed Construction of Modern Gymnasium**, must be delivered to the **The Secretary (Quartermaster), Command and Staff College Duluti**.

6. A complete set of Bidding Document(s) in **English Language** and additional sets may be purchased upon payment of a non-refundable fee of **Tshs 100,000.00** to the Office of Collage Financial Control, Command And Staff College.
7. The deadline for submission of tender is on or before 1000 hrs on **12 July 2023** Tenders will be opened promptly thereafter in public and in the presence of Tenderer's representatives who choose to attend in the opening at the office of the **The Secretary (Quartermaster), Command and Staff college Duluti**, Defence Force Headquarters, Duluti Street.
8. Late tenders, portion of tenders, electronic tenders, tenders not received and tenders not opened at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

SECRETARY
COMMAND AND STAFF COLLEGE DULUTI

The Secretary (Quartermaster),
Command and Staff College Duluti,
P.O Box 7205,
ARUSHA
Tel: +255 272970130
Email: info@cscduluti.mil.tz

SECTION II: INSTRUCTIONS TO TENDERERS

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A. Introduction

1. Scope of Tender	1.1	The Procuring Entity (PE) as indicated in the Tender Data Sheet (TDS) invites Tenders for the construction of works, as described in the TDS . The name and identification number of the Contract is provided in the Special Conditions of Contract.
	1.2	The successful Tenderer will be expected to complete the Works within the period stated in the TDS from the start Date specified in the TDS .
	1.3	Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in General Conditions of Contract.
2. Source of Funds	2.1	The High Commission of India has set aside sufficient funds for the operations of the PE named in the TDS . It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the works as described in the TDS .
	2.2	Payments will be made directly by the High Commission of India upon request of the PE to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3. Eligibility of Tenderers	3.1	<p>A Tenderer may be a natural person, private Entity, government-owned Entity, subject to IIT 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association.</p> <p>In the case of a joint venture, consortium, or association, unless otherwise specified in the TDS, all parties shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member as specified in TDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the TDS, there is no limit on the number of members in a joint venture, consortium, or association.</p>
	3.2	The appointment of a Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the PE.

	3.3	Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the tender and shall be attested.
	3.4	Any Tender from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
	3.5	The invitation for Tenders is open to all Tenderers as defined in the Public Procurement Regulations, 2013 - Government Notice No. 446, and Public Procurement (Amendment) Regulations, 2016 - Government Notice No. 333 except as provided hereinafter.
	3.6	All Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania.
	3.7	<p>A Tender shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:</p> <ul style="list-style-type: none"> a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works to be purchased under this Invitation for Tenders. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Tenders; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the PE regarding this tendering process; or f) submit more than one Tender in this tendering process, However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers

		<p>and subcontractors simultaneously; or</p> <p>g) Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Tender.</p>
	3.8	<p>Firms and individuals may be ineligible if –</p> <p>(a) such person is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favour of the person, company or firm is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such person, company or firm involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the tenderer is debarred and blacklisted in accordance with section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.</p>
	3.9	<p>Public or Semi-public owned enterprises in the United Republic of Tanzania may participate only if they can establish that they (i) are legally and financially autonomous; and (ii) operate under commercial law. No dependent agency of the Public authority under public financed project shall be permitted to Tender or submit a proposal for the procurement of goods or works under the project.</p>

	3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.11	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten percent of the tender price is envisaged.
4. One Tender per Tenderer	4.1	A firm shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.
	4.2	No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process.
	4.3	A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
	4.4	A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals in which the Tenderer has participated to be disqualified.
5. Cost of Tendering	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except as provided for under Section 97(5) (f) of the Public Procurement Cap 410.
6. Site Visit and Pre-Tender Meeting	6.1	The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain for itself all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
	6.2	The PE may conduct a site visit and a pre-Tender meeting whose purpose shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
	6.3	The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the TDS .
	6.4	The Tenderer is requested as far as possible, to submit any questions in writing or in electronic forms that provide record of the content of communication or by cable, to reach the PE before pre-Tender meeting. It may not be practicable at the

		meeting to answer all questions, but questions and responses will be transmitted in accordance with ITT 6.5.
	6.5	Minutes of the pre-tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-tender meeting will be transmitted within three (3) working days to all purchasers of the tendering documents. Any modification of the Tendering Documents listed in ITT 7.1 [that may become necessary as a result of the pre-tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 9.2 and not through the minutes of the pre-Tender meeting.
	6.6	Nonattendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer
		B. Tendering Documents
7. Content of Tendering Documents		<p>In addition to the Invitation for Tenders, the Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 include:</p> <p>Section II Instructions to Tenderers;</p> <p>Section III TDS;</p> <p>Section IV General Conditions of Contract;</p> <p>Section V Special Conditions of Contract;</p> <p>Section VI Specifications;</p> <p>Section VII Drawings;</p> <p>Section VIII Bill of Quantities;</p> <p>Section IX Tender Forms;</p> <ul style="list-style-type: none"> • Form of Tender and Appendix to Tender; • Form of Qualification Information; • Letter of acceptance; • Form of Agreement; <p>Section X Forms of Security;</p> <ul style="list-style-type: none"> • Tender Security Form or Tender Securing Declaration Form; • Performance Security Form; • Bank Guarantee for Advance Payment Form; <p>Section XI. Form of Integrity.</p>

	7.2	The number of copies to be completed and returned with the Tender is specified in the TDS .
	7.3	The Invitation for Tenders (Section I) issued by the PE is not part of the Tendering Documents. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1 above, said Tendering Documents will take precedence.
	7.4	The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the Tender Board.
	7.5	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
8. Clarification of Tendering Documents	8.1	A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE in writing or in electronic forms that provide record of the content of communication at the PE's address indicated in the TDS .
	8.2	The PE will within three (3) working days after receiving the request for clarification respond in writing or in electronic forms that provide record of the content of communication to any request for clarification provided that such request is received no later than the Seven (7) days prior to the deadline for the submission of competitive Tenders prescribed in ITT 21.1 [Deadline for Submission of Tenders] and in the case of non-competitive methods, three (3) days prior to the deadline.
	8.3	Copies of the PE's response will be forwarded to all Purchasers of the Tendering Documents, including a description of the inquiry, but without identifying its source.
	8.4	Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tendering Documents].
9. Amendment of Tendering Documents	9.1	Before the deadline for submission of tenders, The PE for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, the PE may modify the Tendering Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tender Documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated in writing or in electronic forms that provide record of the content of communication to Tenderers to which the PE provided the Tendering Documents.
	9.3	In order to allow prospective Tenderers reasonable time in

		which to take an addendum into account in preparing their Tenders, the PE at its discretion shall extend, as necessary, the deadline for submission of tenders, in accordance with ITT 21.2 [Deadline for Submission of Tenders]
		C. Preparation of Tenders
10. Language of Tender	10.1	The tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the PE, shall be written in the Tender language stipulated in the TDS . Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the tender, the translation shall prevail.
11. Documents Constituting the Tender	11.1	The Tender prepared by the Tenderer shall constitute the following components: <ul style="list-style-type: none"> a) The Form of Tender and Tender Price completed in accordance with ITTs 13 [Forms of Tender], 14 [Tender Prices], and 15 [Tender Currencies]; b) Information requested by ITT 12 [Documents Establishing Eligibility and Qualifications of the Tenderer]; c) Tender security or Tender securing declaration in accordance with Instructions to Tenderers ITT 17 [Tender Security]; d) Priced Bill of Quantities; e) Forms of Qualification Information and Documents; f) Alternative offers where invited in accordance with Instructions to Tenderers ITT 18 [Alternative Tenders by Tenderers]; g) Dully Notarised power of attorney authorizing signatory of the Tender to commit the Tenderer in accordance with ITT 19 [Format and Signing of Tender]; and h) Any other document required in the TDS.
12. Documents Establishing Eligibility and Qualifications of the Tenderer	12.1	Pursuant to ITT 11 [Documents Constituting the Tender], the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
	12.2	In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially

		correct as of the date of Tender submission. The update or confirmation should be provided in Section IX - Forms of Tender - Forms of Qualification Information.
	12.3	If the PE has not undertaken pre-qualification of potential Tenderers, all Tenderers shall include the following information and documents specified in Section IX - Forms of Tender: Form of Qualification Information.
	12.4	To qualify for award of the Contract, Tenderers shall meet qualifying criteria stated in Section IX - Forms of Tender - Form of Qualification Information.
	12.5	<p>When Tendering for more than one Contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to:-</p> <ul style="list-style-type: none"> a) average annual turnover; b) Experience; c) financial capability; d) personnel capabilities; and e) equipment capabilities. <p>In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those slices for which the Tenderer meets the above requirement.</p>
13. Forms of Tender	13.1	The Tenderer shall complete the Tender Form furnished in the Tendering Documents. The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.
	13.2	The documentary evidence of the Tenderer's eligibility to Tender shall establish to the PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT 3 [Eligibility of Tenderers].
14. Tender Prices	14.1	The Contract price shall be for the whole Works, as described in ITT 1.1 [Scope of Tender], based on the priced Bill of Quantities submitted by the Tenderer.
	14.2	The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the PE when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. On the other

		hand, if the Tenderer introduces new Bill of Quantities items not specified in the Tendering documents the new items, corresponding quantities and prices shall not be accepted and the Tender may be disqualified as being substantially non responsive.
	14.3	All duties, taxes, and other levies payable by the Contractor under the Contract as provided in the TDS , or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates, prices, and total Tender price submitted by the Tenderer.
15. Tender Currencies	15.1	The unit rates and prices shall be quoted by the Tenderer in Tanzania Shillings or USD or both as indicated in TDS .
16. Tender Validity Period	16.1	Tenders shall remain valid for the period specified in the TDS after the deadline for Tender submission Specified in ITT 22 [Deadline for Submission of Tenders]. A Tender valid for a shorter period shall be rejected by the PE as non-responsive.
	16.2	In exceptional circumstances, prior to expiry of the original Tender validity period, the PE may request that the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or in electronic forms that provide record of the content of communication. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with ITT 18 [Tender Security] in all respects.
	16.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price may be adjusted by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
17. Tender Security	17.1	Pursuant to ITT 12 [Documents Constituting the Tender], unless otherwise specified in the TDS , the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the TDS or Tender Securing Declaration as specified in the TDS in the format provided in Section X-Forms of Securities.
	17.2	The Tender Security or Tender Securing Declaration is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture,

		pursuant to ITT 18.10.
	17.3	<p>The Tender security shall be denominated in the currency of the Tender or in another freely convertible currency, and it shall be in the form specified in the TDS which shall be in any of the following:</p> <p>a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm of their choice located in any eligible country, in the form provided in the Tendering Documents or another form acceptable to the PE and valid for twenty eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer;</p>
		<p>b) a cashier's or certified cheque;</p> <p>c) another security if indicated in the TDS.</p>
	17.4	The Tender Security shall be in accordance with the Form of the Tender Security included in Section X [Forms of Securities] or another form approved by the PE prior to the Tender submission.
	17.5	The Tender Security shall be payable promptly upon written demand by the PE in case any of the conditions listed in ITT 18.9 are invoked.
	17.6	Any Tender not accompanied by a Tender Security in accordance with ITTs 18.1 or 18.3 [Tender Security] shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
	17.7	<p>Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the PE pursuant to ITT 40 [Signing of Contract]. The PE shall make no claim to the amount of the tender security, and shall promptly return the tender security document, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the tender security;</p> <p>(b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the solicitation documents;</p> <p>(c) the rejection by the PE of all tenders;</p> <p>(d) the withdrawal of the tender prior to the deadline for the submission of tenders, unless the solicitation documents stipulate that no such withdrawal is permitted.</p>
	17.8	The successful Tenderer's Tender Security will be discharged

		upon the Tenderer signing the contract, pursuant to ITT 39, and furnishing the performance security, pursuant to ITT 40.
	17.9	The Tender Security or the Tender Securing Declaration of a joint venture, consortium or association shall be in the name of the joint venture, consortium or association that submits the Tender. If the joint venture, consortium or association has not been constituted into a legally-enforceable joint venture, consortium or association, at the time of Tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future partners.
	17.10	The Tender Security may be forfeited: a) if a Tenderer; i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form except as provided for in ITT 17.2 [Tender Validity Period]; or ii) does not accept the correction of errors pursuant to ITT 28.3 [Correction of Errors]; or b) in the case of a successful Tenderer, if the Tenderer fails: i) to sign the contract in accordance with ITT 40 [Signing of Contract]; or ii) to furnish performance security in accordance with ITT 41 [Performance Security].
	17.11	The Tender Security of a joint venture must be in the name of the joint venture submitting the Tender.
	17.12	A Tenderer shall be suspended from being eligible for Tendering in any contract with the PE for the period of time indicated in the Tender Security: (a) if the Tenderer withdraws its Tender, except as provided in ITTs 17.2 [Tender Validity Period] and 29.2 [Correction of Errors]; or (b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to: (i) sign the contract; or (ii) furnish the required performance security.
18. Alternative Tenders by Tenderers	18.1	Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderer's technical design as indicated in the specifications, Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the TDS . If so allowed, ITT 19.2 [Alternative Tenders by Tenderers] and 31.3 [Comparison of Tenders] shall govern.

	18.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS as will the method of evaluating different times for completion.
	18.3	If so allowed in the TDS , Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
19. Format and Signing of Tender	19.1	The Tenderer shall prepare one original of the documents constituting the Tender as described in ITT 11 [Documents Constituting the Tender] of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS , and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
	19.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.
	19.3	The Tender shall contain no alterations or additions, except those to comply with instructions, issued by the PE, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
	19.4	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract.
		D. Submission of Tenders

20. Sealing and Marking of Tenders	20.1	The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
	20.2	The inner and outer envelopes shall: a) be addressed to the PE at the address given in the TDS ; and b) bear the Project name indicated in the TDS , the Invitation for Tenders (IFT) title and number indicated in the TDS , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the TDS , pursuant to ITT 22.1 [Deadline for Submission of Tenders].
	20.3	In addition to the identification required in ITT 21.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late, pursuant to ITT 22 [Late Tenders], and for matching purposes under ITT 24 [Modification and Withdrawal of Tenders].
21. Deadline for Submission of Tenders	21.1	The Tenders shall be received by the PE at the address specified under ITT 21.2 [Sealing and Marking of Tenders] no later than the date and time specified in the TDS .
	21.2	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 9 [Amendment of Tendering Documents], in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
	21.3	The extension of the deadline for submission of Tenders shall not be made later than the period specified in the TDS before the expiry of the original deadline.
22. Late Tenders	22.1	The PE shall not consider for evaluation any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22 [Deadline for Submission of Tenders].
	22.2	Any Tender received by the PE after the deadline prescribed in ITT 22 [Deadline for Submission of Tenders] will be declared late, recorded, rejected and returned unopened to the Tenderer.
23. Modification and Withdrawal of Tenders	23.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Tender, is received by the PE prior to the deadline for submission of Tenders.
	23.2	The Tenderer's modification, substitution or withdrawal

		notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITTs 20 and 21 with the outer and inner envelopes additionally marked "MODIFICATION" "SUBSTITUTION" or "WITHDRAWAL" as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
	23.3	Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with ITT 23.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
	23.4	Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
	23.5	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security pursuant to the ITT 18.9 [Tender Security].
		E. Opening and Evaluation of Tenders
24. Opening of Tenders	24.1	The PE will open all Tenders including modifications, substitution or withdraw notices made pursuant to ITT 24 [Modification, Substitution and Withdrawal of Tenders], in public, in the presence of Tenderers' or representatives who choose to attend and other parties with legitimate interest and Tender proceedings, at the place on the date and at time specified in the TDS. The Tenderers' representatives who are present shall sign a register as proof of their attendance.
	24.2	Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT 24 [Modification, Substitution and Withdrawal of Tenders] shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submission therein read out in appropriate detail.

	24.3	All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, Tender modifications, the presence or absence of Tender security, Tender securing declaration and such other details as the appropriate tender board may consider appropriate, will be announced by the Secretary of the Tender Board or his delegate at the opening.
	24.4	Tenders or modifications that are not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
	25.5	Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the PE against any claim or failure to read out the correct information contained in the Tenderers' Tender.
	24.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT 23 [Late Tenders].
	24.7	The Secretary of the appropriate Tender Board shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender security or Tender Securing Declaration.
	24.8	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
	24.9	The PE shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with ITT 25.3. A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.
25. Confidentiality	25.1	Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such

		process until the award to the successful Tenderer has been announced.
	25.2	Any effort by a Tenderer to influence the PE's processing of Tenders or award decisions may result in the rejection of his Tender.
	25.3	Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the PE on any matter related to the Tendering process, he/she should do so in writing or in electronic forms that provide record of the content of communication.
26. Clarification of Tenders	26.1	To assist in the examination, evaluation, and comparison of Tenders and post-qualifications of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
	26.2	The request for clarification and the response shall be in writing or electronic forms that provide record of the content of communication. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of Tenders in accordance with ITT 29 [Correction of Errors].
	26.3	From the time of Tender opening to the time of contract award if any Tenderer wishes to contact the PE on any matter related to the Tender it should do so in writing or in electronic forms that provide record of the content of communication.
27. Preliminary Examination of Tenders	27.1	<p>Prior to the detailed evaluation of tenders, the PE will determine whether each Tender;</p> <ul style="list-style-type: none"> (a) meets the eligibility criteria defined in ITT 3 [Eligible Tenderer]; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering Documents. <p>The PE's determination of a Tender's responsiveness will be</p>

		based on the contents of the Tender itself.
	27.2	<p>A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation or reservation. A material deviation or reservation is one that:-</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderer's obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
	27.3	The PE will confirm that the documents and information specified under ITT 12, ITT 13 and ITT 14 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.
	27.4	The PE may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
	27.5	If a Tender is not substantially responsive, it will be rejected by the PE and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.
	27.6	<p>The PE shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, or is not in accordance with the Instructions to Tenderers, the Tender shall be rejected:</p> <ul style="list-style-type: none"> a) Form of Tender; b) Information requested under ITT 12.3; c) Information requested under ITT 12.4 if Tender is submitted by joint venture; d) Information requested under ITT 12.5; e) The period of Tender validity; f) The Tender price;

		<ul style="list-style-type: none"> g) Written confirmation of authorization to commit the Tender; h) Tender security or Tender Securing Declaration; and i) Any other information/data required by this Tendering document as specified in the TDS.
	27.7	The PE may waive any minor informality, nonconformity or irregularity in a Tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Tenderer as a result of the technical or commercial evaluation pursuant to ITT 26 and 28.
	27.8	<p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:</p> <ul style="list-style-type: none"> a) failure to sign the bid form and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a tender security as specified in the tendering documents; d) failure to satisfy the tender validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) failure to comply with minimum experience criteria as specified in the tendering documents; g) conditional tenders such as conditions in a tender which limit the tenderer's responsibility to accept an award; h) inability to accept the price adjustment formulae of the tendering documents; i) stipulating price adjustment when fixed price tenders were invited; j) subcontracting in a substantially different amount or manner than that permitted;

		failure to submit major supporting documents required by the tendering documents to determine substantial responsiveness of a tender
	27.9	<p>All tenders shall be checked for substantial responsiveness to the technical requirements of the tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <ul style="list-style-type: none"> a) failure to tender for the required scope of work as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; b) failure to quote for a major item in the package; c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended; d) presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.
28. Correction of Errors	28.1	<p>Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

	28.2	The amount stated in the Tender will, be adjusted by the PE in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited or the Tender Securing Declaration may be executed in accordance with ITT 18.9 [Tender Security or Bid Securing Declaration].
29. Conversion to Single Currency	29.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable in Tanzania Shillings at the selling exchange rate established for similar transactions by the bank of Tanzania or a commercial bank in the United republic of Tanzania.
	29.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the TDS .
30. Comparison of Tenders	30.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders].
	30.2	In evaluating the Tenders, the PE will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:- a) making any correction for errors pursuant to ITT 29 [Correction of Errors]; b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively; c) making appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITT 19 [Alternative Tenders by Tenderers]; d) making an allowance for varying times of completion offered by Tenderers, if permitted in the TDS and in the manner prescribed therein; e) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT 24.4 [Modification and Withdrawal of Tenders]; and f) applying any discounts offered by the Tenderer for the award of more than one Contract, if tendering for this Contract is being done concurrently with other contracts (ITT 31.5).

	30.3	The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering Documents or otherwise result in unsolicited benefits for the PE will not be taken into account in Tender evaluation.
	30.4	The estimated effect of any price adjustment conditions under ITT 49 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.
	30.5	In the case of several Lots, pursuant to ITT 31.2(f), the PE will determine the application of discounts so as to minimize the combined cost of all the lots.
	30.6	If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Predetermined Tender Value of the items of work to be performed under the Contract, the PE may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the PE may require that the amount of the performance security set forth in ITT 40 [Signing of Contract] be increased at the expense of the Tenderer to a level sufficient to protect the PE against financial loss in the event of default of the successful Tenderer under the Contract.
31. National Preferences	31.1	As indicated in the TDS , works utilizing this Standard Tendering Document shall provide Local Contractors with margin of preference in tender evaluation.
	31.2	The following procedure will be used to apply the margin of preference: <p style="margin-left: 40px;">(a) Responsive Tenders will be classified into the following groups:</p> <p style="margin-left: 80px;">(i) Group A: Tenders offered by domestic Tenderers and joint ventures meeting the respective criteria</p>

		<p>of ITTs 32.2;</p> <p>(ii) Group B: Tenders offered by joint ventures of domestic and foreign firms meeting the criteria of ITT 32.3 above; or</p> <p>(iii) Group C: Tenders offered by foreign contractors.</p> <p>(b) For the purpose of further evaluation and comparison of Tenders only, an amount equal to a percentage specified in the TDS of the valuated Tender Prices determined in accordance with ITT 30.2(a), (b), and (d), will be added to all Tenders classified in Group B.</p>
32. Determination of Lowest Evaluated Tender	32.1	The Tender with the lowest evaluated price from among those that are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
33. Post-qualification of Tenderer	33.1	If pre-qualification was not undertaken, post-qualification shall be performed as indicated in the TDS.
	33.2	<p>Where the tender price of the lowest evaluate Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the PE as to the ability of the Tenderer that presented that tender to perform the contract.</p> <p>(b) Before rejecting an abnormally low tender the PE shall: request the Tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the tender or parts of the tender being abnormal</p>

		<p>(c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Tenderer concerned;</p> <p>(d) The Accounting Officer (PE) shall seek the approval of the Authority prior to rejecting a tender;</p> <p>(e) Neither the Authority nor the PE shall incur liability solely by rejecting abnormally tender; and</p> <p>An abnormally low tender means, in the light of the PE's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
	33.3	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITT 12.3 [Documents Establishing Eligibility and Qualifications of the Tenderer].
	33.4	The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 12.3 [Documents Establishing Eligibility and Qualifications of the Tenderer], as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.
	33.4	A PE may seek independent references of a Tenderer and the results of reference checks may be used in determining award of contract.
	33.5	An affirmative determination will be a prerequisite for award of the Contract to the lowest evaluated Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next-lowest evaluated Tenderer to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

		F. Award of Contract
34. Criteria of Award	34.1	Subject to ITT 34 [Post-qualification of Tenderer] and 36 [Negotiations], the PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of ITT 3 [Eligible Tenderers], and (b) is determined to be qualified to perform the Contract satisfactorily (c) successful negotiations have been concluded.
	34.2	If, pursuant to ITT 13.1 [Slice and Package], this Contract is being let on a slice and package" basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
35. Negotiations	35.1	<p>Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents; (c) a minor amendment to the special conditions of Contract; (d) finalising payment arrangements; (e) mobilisation arrangements; (f) agreeing final delivery or work schedule to accommodate any changes required by the PE; (g) the methodology or staffing; or (h) clarifying details that were not apparent or could not be finalised at the time of tendering. (i) Reduction of price
	35.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer,

		the PE shall not reopen earlier negotiations.
36. PE Right to Accept any Tender and to Reject any or all Tenders	36.1	Notwithstanding ITT 35 [Criteria of Award], the PE reserves the right to accept or reject any Tender, and to cancel the tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers.
	36.2	Notice of the rejection of all Tenders shall be given promptly to all Contractors that have submitted Tenders.
	36.3	The PE shall upon request communicate to any Tenderer the grounds for its rejection of its tenders, but is not required to justify those grounds.
37. PE Right to Vary Quantities at the Time of Award	37.1	The PE reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in these Tendering Documents provided this does not exceed by the percentage indicated in the TDS, without any change in unit price or other terms and conditions of the Tender and Tendering Documents.
38. Notification of Award	38.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract to all Tenderers who participated in the tender in question giving them Seven (7) working days within which to submit complaints to the PE thereof, if any.
	38.2	The Tenderer whose Tender has been accepted will be notified of the award by the PE prior to expiration of the Tender validity period in writing or in electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the PE will pay the successful Tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	38.3	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing evidence of registration with relevant statutory bodies within the country and furnishing the Performance Security in accordance with ITT 41 [Performance Security] and signing the Contract in accordance with ITT 40.2 [Signing of Contract]

	38.4	Upon the successful Tenderer's furnishing of the performance security pursuant to ITT 41 [Performance Security], the PE will promptly notify unsuccessful Tenderers, the name of the winning Tenderer and the Contract amount and will discharge the Tender security or Tender securing declaration of the unsuccessful Tenderers pursuant to ITT 18.7 [Tender Security or Bid Securing Declaration].
	38.5	If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the PE. The PE will promptly respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer citing grounds for rejection of its Tender without disclosing information about other Tenderers.
39. Signing of Contract	39.1	Promptly after notification of award, PE shall send the successful Tenderer the draft Agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	39.2	Within fourteen (14) working days after fulfillment of all conditions precedent, the successful Tenderer and the PE shall sign the Contract.
40. Performance Security	40.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Security in the amount and in the form stipulated in the TDS and the SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	40.2	If the Performance Security is provided by the successful Tenderer, it shall be in the form specified in the TDS which shall be in any of the following <ul style="list-style-type: none"> (a) cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or

		<p>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
	40.3	<p>Failure of the successful Tenderer to comply with the requirement of ITT 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the PE may make the award to the next lowest evaluated Tenderer or call for new Tenders.</p>
41. Advance Payment	41.1	<p>The PE will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the TDS.</p>
	41.2	<p>The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the PE's "Notice to Commence" as specified in the Special Conditions of Contract.</p>
42. Adjudicator	42.1	<p>In the event of dispute, the Adjudicator shall be appointed by the Appointing Authority named in the TDS at the request of either party.</p>
43. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices	43.1	<p>The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:</p> <ul style="list-style-type: none"> a) defines, for the purpose of this provision, the terms set forth below as follows: - <ul style="list-style-type: none"> i. "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; ii. "coercive practice" means impairing or harming, or

		<p>threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>iii. collusive practices” mean impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>iii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</p> <p>iv) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for the contract;</p> <p>c) In pursuit of the policy defined in ITT 43.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, coercive, collusive, fraudulent or obstructive practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the PE or approving authority having taken timely and appropriate action satisfactory to the Government of the united Republic of Tanzania to remedy the situation</p> <p>d) Declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for, or in executing, a public - financed</p>
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		contract
	43.2	Any communication between the Tenderer and the PE related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.
		G. Review of Procurement Decisions
44. Right to review	44.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceeding may seek a review in accordance with the procedure set out under this Section.
45. Time limit on review	45.1	The Tenderer shall submit an application for review within Seven (7) working days of the Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
46. Submission of applications for review	46.1	Any application for administrative review shall be submitted in writing or in electronic forms that provide record of the content of communication to the Accounting Officer of a PE
	46.2	The application for administrative review shall include: <ul style="list-style-type: none"> a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) remedies sought; and f) any other information relevant to the complaint.
	46.3	The head of a PE shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
47. Decision by the Head of PE	47.1	The head of a PE shall, within Seven (7) working days after receipt of the complaint or dispute, deliver a written decision

		<p>which shall indicate:</p> <ul style="list-style-type: none"> a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
	47.2	<p>Where the head of a PE does not issue a decision within the time specified in ITT 48.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled to institute proceedings under ITT 49.1 the head of a PE to entertain the complaint or dispute shall cease.</p>

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

The following specific data for the works to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

TDS Clause	ITT Clause	Description
A. Introduction		
1.	1.1	The procuring entity is: Command and Staff College, Duluti The Project is: Proposed Construction of Modern Gymnasium. Identification Number of the Contract is: Bid No: IE/01/2023-24/CSC/W/012
	1.2	The Successful Tender is expected to complete the works within: 7 Months The works is expected to commence on: As per Contract
2	2.1	The Project is: Proposed Construction of Modern Gymnasium. The Financial Institution which the Procuring Entity has suppotal : High Commission of India
	2.2	Payment will be done by: High Commission of India
3	3.1	State the nature of the parties: N/A Maximum number of members in the joint venture, consortium or association shall be: N/A Only Tenderers registered as: Civil Engineering or Building Contractors in Class V and above with the Contractors Registration Board are eligible.
4.	4.3	The site visit shall be held on 27 June 2023 , after receiving invitation for tender. The pre-tender meeting shall be held on 27 June 2023
B. Tendering Documents		
5.	5.2	The number of copies of the Tender to be completed and returned shall be: Three.
6.	6.1	Address for clarification of Tendering Document is: The Secretary, Command and Staff College Duluti, Defence Force Headquarters, P.O Box 7205, Duluti-CSC-Admin Block.
C. Preparation of Tenders		
7.	7.1	Language of Tenders: English
8.	8.1	Other information or materials required to be completed and submitted by Tenderers: a) Drawings as per Section VII. b) c)

10.	10.1	The currency in which the prices shall be quoted shall be: Tanzania Shillings.
	10.2	The authority for establishing the rates of exchange shall be Bank of Tanzania.
12.	12.1	The Tender validity period shall be: 21 Days
13.	13.1	The amount of Tender Security shall be: Tender Securing Declaration.
	13.2	The Tender Security shall be in the form of: Tender Securing Declaration
14	14.1	Alternative Tenders to the requirements of the Tendering documents will not be permitted.
	14.2	Alternative time for completion: explicitly not invited
	14.3	Alternative technical to the requirements of the tendering documents will not be permitted.
15.	15.1	In addition to the original of the Tender, the Tenderer should submit two copies of the Tender.
	15.2	Written confirmation of authorization are; <i>[list]</i> <i>[Normally power of attorney is provided]</i>
D. Submission of Tenders		
16.	16.1(a)	Tenders shall be submitted to: Street Address: CSC Duluti P.O.Box 7205, Arusha Building/Plot No: Administration Block Floor/Room No: The Secretary, QM CSC City/Town: Arusha.
	16.1(b)	Project name: Proposed Construction of Modern Gymnasium. Tender number: Bid No: IE/ 01/2023-24/CSC/W/012 Time and date for submission: 1000Hrs, 12 July 2023
17.	17.1	The deadline for Tender submission is a) Day: 21 b) Date: 12 July 2023 c) Time: 1000Hrs
	17.2	Extension of the deadline for submission of Tender shall be made: N/A
E. Opening and Evaluation of Tenders		
18.	18.1	The Tender opening shall take place at: Street address: CSC Duluti P.O.Box 7205, Arusha Building/Plot No. Administration Block Floor/Room No. The Secretary, QM CSC City/Town: Arusha Country: Tanzania
	18.2	List the appropriate details required to be announced at the Tender opening meeting: Total price read out for each bidder
19.	19.1	List any other information/data required: N/A
20.	20.1	The currency that shall be used for Tender evaluation and

		comparison purposes to convert all Tender prices expressed in various currencies is: Tanzania Shillings. The source of exchange rate shall be: Bank of Tanzania
21.	21.1	Tender price [<i>“will not”</i>] be adjusted by making an allowance for varying times of completion: As per Contract
22.	22.1	a) Domestic preference to apply Or Domestic preference not applicable: Domestic preference.
	22.2	b) If a margin of preference applies, the application methodology shall be: As per Contract
23.	23.1	Percentage for quantities increase or decrease is: As per Contract
F. Award of Contract		
24.	24.1	The amount of Performance Security shall be: As per Contract
	24.2	The Performance Security shall be in the form of: As per Contract.
25.	25.1	The Advance Payment shall be: 25% of total cost
26.	26.1	The Proposed adjudicator for the project is: As per Contract
G. Review of Procurement Decisions		
27.	27.1	The address to submit copies of complaints: The Commandant, Command and Staff College, P.O. Box 7205, Arusha, TANZANIA. Tel: +255 272970130 E-mail: info@cscduluti.mil.tz

SECTION IV: GENERAL CONDITIONS OF CONTRACT

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A. General

1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>The Adjudicator is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes in the first instance, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p>The Arbitrator is the person appointed by the Appointing Authority specified in the SCC to resolve contractual disputes, and as provided for in GCC 30 [Disputes Resolution] hereunder.</p> <p>Bill of Quantities -means the priced and completed Bill of Quantities forming part of the Tender.</p> <p>Compensation Events are those events provided for in GCC 53 [Compensation Events]</p> <p>The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 63.1 [Completion Certificate].</p> <p>The Contract is the agreement entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 [Interpretation] below.</p> <p>The Contractor is the person, whether natural or legal whose tender to carry out the Works has been accepted by the Employer.</p> <p>The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.</p> <p>The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>Days are calendar days.</p> <p>Day-works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p>
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	<p>A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor at the end of defect liability period.</p> <p>The Defects Liability Period is the period stated in the Special Conditions of Contract and calculated from the Completion Date.</p> <p>Drawings means the drawings of the works, as included in the contract and any additional or modified drawings issued by (or on behalf of) the employer in accordance with the contract</p> <p>Effective Contract date is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfilment of the condition's precedent stipulated in GCC 3 [Conditions Precedent].</p> <p>The Employer means the person named as employer in the SCC and the legal successors in title to this person.</p> <p>Equipment is the Contractor's machinery and vehicles brought to the Site to execute the Works.</p> <p>The Commencement Date is the date when the Contractor shall commence execution of the Works as specified in the Certificate of Contract Commencement. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time.</p> <p>The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works as specified in the Special Conditions of Contract.</p> <p>Materials are all supplies, including consumables, used by the Contractor for execution of the Works.</p> <p>Months mean calendar months.</p> <p>Plant is any integral part of the Works that shall have a mechanical electrical, chemical, or biological function.</p> <p>The Project Manager is the person named in the Special Conditions of Contract (or any other competent person appointed by the Employer and notified to the</p>
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	<p>Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>The Site is the area where works are to be executed as specified in the SCC.</p> <p>Site Investigation Reports are factual and interpretative reports about the surface and subsurface conditions at the Site that were included in the Tendering documents as indicated in the SCC.</p> <p>Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>A Subcontractor is a person, whether natural or legal, who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>A Variation is an instruction given by the Project Manager in consultation with the Employer, which varies the Works.</p> <p>Force Majeure means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.</p> <p>The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
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2. Interpretation	2.1	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.2	If sectional completion is specified in the Special Conditions of Contract , references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Agreement, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement, (6) Specifications, (7) Drawings, (8) Bill of Quantities, (9) Contractor's Tender, and (10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security in the form specified in the SCC; and b) Furnishing of Advance Payment (if any) Unconditional Guarantee.
	3.2	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver)he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.
	3.3	If the Conditions precedent stipulated on GCC 3.2 is not met by the date specified in the SCC this contract shall not come into effect;
4. Language and Law	4.1	The language of the Contract and the law governing the Contract are stated in the SCC.
5. Project Manager's Role	5.1	Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the Contractor. The Project Manager shall have no authority to amend the contract.
6. Delegation	6.1	The Project Manager may, upon prior written consent of the employer and after notifying the contractor, delegate any of his duties and responsibilities to other people except to the Adjudicator, and may cancel any delegation after notifying the Contractor.
7. Communications	7.1	Communications between the Parties to the Contract shall be effective only when in writing whether in hard or electronic form that provides record of the content of the communication. A notice shall be effective when in writing only when it is delivered at the address specified in the SCC.
8. Sub-contracting	8.1	The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations
9. Assignment	9.1	The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or any of the contractor's rights, claim or obligation under

		this Contract without the prior written approval of the Employer.
10. Liability of Joint Venture	10.1	<p>If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:</p> <p>(a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract;</p> <p>(b) These people shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and</p> <p>(c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.</p>
11. Other Contractors	11.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
12. Personnel	12.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
	12.2	If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons for, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

13. Employers and Contractor's Risks	13.1	The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
14. Employers Risks	14.1	<p>From the Commencement Date until the Defects Correction Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:</p> <p>(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</p> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design.</p>
	14.2	<p>From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:</p> <p>(a) a Defect which existed on the Completion Date,</p> <p>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>

15. Contractor's Risks	15.1	From the Commencement Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
16. Insurance	16.1	<p>The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Commencement Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
	16.2	Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	16.3	If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	16.4	Alterations to the terms of an insurance shall not be made without the written approval of the Project Manager.
	16.5	Both parties shall comply with any conditions of the insurance policies.

17. Site Investigation Reports	17.1	The Contractor shall, in executing the contract, rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.
18. Queries about Implementation of the Contract	18.1	The Project Manager will clarify queries on all Contractual matters.
19. Contractor to Execute the Works	19.1	The Contractor shall execute and install the Works in accordance with the terms and conditions of the Contract.
20. Commencement and Completion of Works	20.1	The Contractor may commence execution of the Works by the Commencement Date and shall carry out the Works in accordance with the Works Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
21. Approval by the Project Manager	21.1	The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
	21.2	The Contractor shall be responsible for design of Temporary Works.
	21.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	21.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	21.5	All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager.
22. Protection of the environment	22.1	The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
	22.2	The Contractor shall ensure that emissions, surface discharges and effluent from his activities shall not exceed limits prescribed in relevant environmental laws.

23. Labour Laws	23.1	The Contractor shall comply with all the relevant labour laws applicable in the United Republic of Tanzania, including laws relating to workers employment, social security, working hours, health, safety, welfare and immigration.
	23.2	The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
24. Taxes and Duties	24.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC .
25. Health and Safety	25.1	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel and the public as per the governing occupational, health and safety laws
	25.2	The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
	25.3	The Contractor shall notify the Employer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
	25.4	The Contractor shall conduct an HIV-AIDS awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Contractor's personnel, the Employers Staff and the surrounding community.

26. Discoveries	26.1	Anything of historical or other interest or of significant value unexpectedly discovered on, in, or under the land at the Site shall be the property of the Employer.
	26.2	The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
	26.3	The Contractor shall take reasonable precautions to prevent his workers or any other persons from damaging such discoveries and shall immediately upon discovery thereof and before removal acquaint the Project Manager of such discovery and carry out at the expense of the Employer the instructions of the Project Manager.
27. Possession of the Site	27.1	The Employer may give possession of whole or parts of the Site to the Contractor as stated in the SCC. If possession is not given by the date stated in the SCC, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
28. Access to the Site	28.1	The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
29. Instructions, inspections and audits	29.1	The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract
	29.2	The Contractor shall permit the Government, of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government of the United Republic of Tanzania if so required.
30. Disputes Resolution	30.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in the SCC.

	30.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
	30.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
	30.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
31. Fees and Costs of Adjudicator	31.1	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
32. Replacement of Adjudicator	32.1	Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.
33. Security of the Site	33.1	Unless otherwise stated in the SCC, (a) the Contractor shall be responsible for keeping unauthorised persons off the site, and (b) authorised persons shall be limited to the Contractor's and Employer's personnel, and to any other personnel and other Contractor notified to the Contractor by the Project Manager or Employer.
		B. Time Control
34. Program	34.1	Within the time stated in the SCC, the Contractor shall submit to the Project Manager for approval of the Work Program showing the method(s), arrangements, order and timing for all the activities of the Works.
	34.2	The Contractor shall submit to the Project Manager for approval an updated Works Program at intervals not longer than the period stated in the SCC. If the

		Contractor does not submit an updated Works Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
	34.3	An update of the Works Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	34.4	The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events if any.
35. Extension of the Intended Completion Date	35.1	The Employer may extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	35.2	The Employer shall, within twenty-one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensations event(s) or variation.
	35.3	In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in dealing with a delay, such a delay or failure may be a ground for not granting the extension of the Intended Completion Date.

36. Acceleration	36.1	When the Employer wants the Contractor to finish the Works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts the said proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
	36.2	in the event the Contractor's priced proposals for acceleration of the Works are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.
37. Delays Ordered by the Project Manager	37.1	The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
38. Management Meetings	38.1	Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	38.2	The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
39. Early Warning Notice	39.1	The Contractor shall give an early warning notice to the Project Manager at the earliest opportunity of specific likely future event(s) or circumstance(s) that may adversely affect the quality of the Works, increase the Contract Price or delay the execution of the Works. Upon receipt of the said Notice, the Project Manager may require the Contractor to provide an estimate of the expected effect of the future event(s) or circumstance(s) on the Contract Price and Intended Completion Date or Completion Date as the case may be. The estimate shall be provided by the Contractor as soon as reasonably possible.
	39.2	The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event(s) or circumstance(s) could be avoided or reduced by anyone involved in the Works and in carrying out any resulting Instruction of the Project

		Manager.
		C. Quality Control
40. Identifying Defects	40.1	The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.
	40.2	The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
41. Tests	41.1	The Project Manager may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and in the event the test shows that it does, the Contractor shall pay for the test and any samples thereof. If there is no Defect, the test shall be a Compensation Event.
42. Correction of Defects	42.1	The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period stated in the SCC, which begins from the Completion Date. .
43. Extension of Defect Liability Period	43.1	Every time notice of a Defect is given, the Contractor shall correct the notified Defect(s) within the period of time specified in the Project Manager's notice.
	43.2	The Defects Liability Period may be extended by the Project Manager for as long as Defects remain to be corrected.
44. Uncorrected Defects	44.1	In the event the Contractor has not corrected a Defect(s) within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, including any other related cost(s) and the Contractor will pay the said cost.
		D. Cost Control
45. Bill of Quantities	45.1	The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	45.2	The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each

		item.
46. Changes in the Quantities	46.1	If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
	46.2	The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
	46.3	If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
47. Variations	47.1	All Variations shall be included in updated Work Programs produced by the Contractor.
48. Payments for Variations	48.1	The Contractor shall provide the Project Manager with a tender for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the tender, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	48.2	If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is not above the limit stated in GCC 44.1 [Uncorrected Defects] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the tender by the Contractor shall be in the form of new rates for the relevant items of Work.
	48.3	If the Contractor's tender is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
	48.4	If the Project Manager decides that the urgency of varying the work would prevent a tender being given

		and considered without delaying the work, no tender shall be given and the Variation shall be treated as a Compensation Event.
	48.5	The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning notice.
49. Cash Flow Forecasts	49.1	When the Works Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
50. Payment Certificates	50.1	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	50.2	The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty eight (28) days from the receipt of the statement.
	50.3	The value of work executed shall be determined by the Project Manager.
	50.4	The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
	50.5	The value of work executed shall include the valuation of Variations, Compensation Events and Variation of Price.
	50.6	The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
	50.7	The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the SCC.

51. Currencies	51.1	The currency of payment shall be stated in the SCC.
		Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of contract signature.
	51.2	If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall, upon consultation with Employer, decide whether and by, how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
	51.3	As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price may be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.
	51.4	The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning notice or not having cooperated with the Project Manager.

52. Effect of Changes in Tax Laws	52.1	The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Tenders for the Contract and the date of the last Completion certificate.
	52.2	The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 55 [Price Adjustment].
	52.3	In the event that the Laws Governing Taxes, Duties and other levies have changed between the signature date and the last completion certificate thereby affecting the Contract Price, the Employer and the Contractor, shall mutually adjust the contract price accordingly.
53. Retention	53.1	The Employer shall retain from each payment due to the Contractor the proportion stated in the Special Conditions of Contract . The total amount of retention shall not exceed the amount specified in the Special Conditions of Contract
	53.2	On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
	53.3	On completion of the whole Works, the Contractor may substitute retention money with an 'on demand" or unconditional Bank guarantee.
54. Liquidated Damages	54.1	The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security stated in the SCC . The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
	54.2	Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 57.1

	54.3	If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 51.1 [Payments]
55. Advance Payment	55.1	If stated in the SCC the Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC , against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	55.2	The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
	55.3	The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, as specified in the SCC following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

56. Performance Securities	56.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the TDS and SCC and in accordance with the conditions of contract.
	56.2	The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond
	56.3	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Contractor to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price.
57. Cost of Repairs	57.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Commencement Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
		E. Discharge of the Contract

58. Completion Certificate	58.1	The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will so issue upon satisfaction that the work is completed.
59. Site Hand Over	59.1	When the Certificate of Completion is issued by the Project Manager, the Contractor shall handover the site and the works to the Employer within time specified in the SCC
60. Final Account	60.1	Upon the expiry of the defect liability period, the Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract. The Project Manager shall, within fifty six (56) days, verify the account and, upon satisfaction, certify any final payment due to the Contractor and thereafter issue a defect liability certificate.
	60.2	In the event the Project Manager is not satisfied with the Account submitted by the Contractor pursuant to sub-GCC 65.1, shall within 56 days issue a schedule of correction. If the final account remains unsatisfactory after it has been re-submitted, the Project Manager shall, upon consultation with the Employer, decide on the amount payable to the Contractor and issue a payment certificate.
61. Operating and Maintenance Manuals	61.1	The Contractor shall supply to the Employer the "as built" Drawings and/or operating and maintenance manuals and any other related documents by the handover period stipulated pursuant to GCC 64.1 [Site Hand Over].
	61.2	If the Contractor does not supply the Drawings and/or manuals stated in GCC 66.1 by the dates specified pursuant to GCC 64.1 [Site Hand Over] or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the Special Conditions of Contract from payments due to the Contractor.
62. Termination	62.1	The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	62.2	Fundamental breaches of Contract shall include, but

	<p>shall not be limited to, the following:</p> <ul style="list-style-type: none"> a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Program and the stoppage has not been authorized by the Project Manager; b) the Project Manager instructs the Contractor in writing to delay the Works progress , and the instruction is not withdrawn in writing within 28 days; c) contractor’s failure to submit performance security within the time stipulated in the SCC; d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; e) a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager's certificate; f) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.; g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 33.1 [Security of the Site]; h) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; and i) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. For the purpose of this paragraph: “corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the
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		<p>procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>collusive practices” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this contract;</p>
	62.3	When either party to the Contract gives notice of a fundamental breach of Contract to the other party for a cause other than those listed under GCC 67.2 above, the Project Manager shall decide whether the said breach is fundamental or not.
	62.4	Notwithstanding the above, the Employer may terminate the Contract for convenience.
	62.5	If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

63. Payment upon Termination of Contract	63.1	If the Contract is terminated because of a fundamental breach by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	63.2	If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
64. Property	64.1	All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the contract is terminated for fundamental breach by the Contractor,

65. Force Majeure	65.1	Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	65.2	For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
	65.3	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure.
	65.4	The Affected Party shall use reasonable efforts to mitigate the effects of the event of Force Majeure and shall endeavour to minimise any delay in the performance of the contract as a result of Force Majeure.
	65.5	The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure.
	65.6	Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 71.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Contractor, the Contractor must provide a revised Work Program rescheduling the Works to minimise the effect of the prevention or delay caused by the event of Force Majeure.
66. Release from Performance	66.1	In the event the Affected Party have used all reasonable efforts to mitigate the effect of the event of force Majeure

		and minimize any delay in the performance of the contract as result of force Majeure, but the effect of force Majeure still subsist, the Project Manager shall certify that the Contract has been frustrated.
	66.2	Upon certification by the Project Manager pursuant to GCC 72.1 the Contractor shall make the site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

Instructions for completing the Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Condition of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
1.	1.1	Defect Liability Period will: 1 Year The Employer is: Command and Staff College Duluti The Project Manager is: Maj MM Nyauga The Works consist of: As per Contract The Commencement Date shall be: As per Contract..... The Intended Completion Date for the whole of the Works shall be: 7 Months The Site is located at CSC,Duluti Arusha and is defined in drawings No: N/A
2	2.2	Indicate whether sectional completion is specified: Command and Staff College Duluti - P.O.Box 7205
3	2.3	List other documents that form part of the contract if any: a) b) c).....
4	4.1	The language of the Contract documents is: English The law that applies to the Contract is the Laws of Tanzania
5	5.1	Address for communication: As per Contract
6	6.1	Include the Schedule of Other Contractors: N/A
7	7.1	Include the Schedule of Key Personnel <i>[Give a list of Key Personnel]</i>
8	8.1	The minimum insurance covers shall be: (a) loss of or damage to the Works, Plant, and Materials <i>[insert amount];</i> (b) loss of or damage to Equipment <i>[insert amount];</i>

		<p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract <i>[insert amount]</i>; and</p> <p>(d) personal injury or death <i>[insert amount]</i>.</p>
9	9.1	<p>Site Investigation Reports available to the Tenderer are:</p> <p>a)</p> <p>b)</p> <p>c)</p>
	9.2	Unless otherwise state tax payment status.....
10.	10.1	The Site Possession Date shall be: As per Contract
	10.2	Arbitration will take place at As per Contract in accordance with rules and regulations published by As per Contract
11.	11.1	<p>Hourly rate of Fees payable to the Adjudicator is: As per Contract</p> <p>Types of reimbursable expenses to be paid to the Adjudicator include: <i>[insert types of reimbursable expenses]</i>.</p> <p>a).....</p> <p>b).....</p> <p>c).....</p>
12.	12.1	Appointing Authority for the Adjudicator: As per Contract
	12.2	Otherwise state <i>[insert the responsible person for security of the site]</i>
		B. Time Control
13.	13.1	The Contractor shall Submit a revised Program for the Works within As per Contract days of delivery of the Letter of Acceptance.
15.	15.1	<p>The period between Programme updates is As per Contract days.</p> <p>The amount to be withheld Project Manager in the case the contractor does not submit an updated programme is: As per Contract</p>
C. Quality Control		
16.	16.1	The Defects Liability Period is As per Contract days.

D. Cost Control		
17.	17.1	Minimum amount of Interim Payment Certificate will be As per Contract
18.	18.1	Site Possession date shall: As per Contract
19.	19.1	The currency is Tshs
20.	20.1	The amount of retention is <i>[state the percent]</i> of value of works of Interim Payment Certificate'. As per Contract Limit of retention: <i>[insert percent]</i> of contract price As per Contract
21.	21.1	(i) The amount of liquidated damages per day is <i>[insert the percent which should be between 0.1 and 0.15 percent of contract price per day]</i> As per Contract (ii) The maximum amount of liquidated damages is <i>[state the maximum amount of performance security]</i> . As per Contract
22.	22.1	The amount of advance payment shall be As per Contract of the contract sum payable by <i>[insert date]</i> . Monthly Recovery of Advance Payments: <i>[Insert percent]</i> of the amount of monthly Interim Payment Certificate. As per Contract Note: <i>[Insert percentage up to a maximum of 20% of the contract sum]</i>
23.	23.1	The Performance Security shall be the minimum amounts equivalent to <i>fifteen (15%)</i> of the contract price in the form of: (a) Bank Guarantee <i>[insert number]</i> (b) Performance Bond <i>[insert number]</i> The standard form of Performance Security acceptable to the Employer shall be <i>[insert either "an Unconditional Bank Guarantee" or "a Performance Bond" as preferred by the Employer]</i> of the type presented in Section IX of the Tendering Documents As per Contract
24.	24.1	Site handover date As per Contract

Payment (GCC 55)

Installment	Percentage of amount payable.	Payment milestone
1 st	25% of the tendered cost.	Upon award of work to the selected contractor (L1).
2 nd	25% of the tendered cost.	On completion of 60% of the project work
3 rd	Final balance payment of 50% of the total cost or balance amount remaining out of the tendered cost.	Upon completion of the work after recommendation by project Monitoring Committee.

SECTION VI: SPECIFICATIONS

[As per Bill of Quantities (BOQs) in Section VIII

SECTION VII: BILL OF QUANTITIES (BOQ)

**PROPOSED CONSTRUCTIO OF GYM BUILDING AT COMMAND & STAFF
COLLEGE DULUTI-ARUSHA REGION**

ITEM	DESCRIPTION	QNTY	UNITY	RATE	AMOUNT
	ELEMENT NO 1,SUBSTRUCTURE				
	SUB STRUCTURE				
A	Excavate foundation trench n.e 1.5m deep	182	m3		
B	Extra over for any kind of breaking rocks	9	m3		
C	Backfilling selected imported mateals around foundation walls	98	m3		
D	Load up and remove surplus exavated materials from site	45	m3		
E	Disposal of water		item		
F	Planking and strutting		item		
	Concrete work				
G	50mm think blinding to foundation	10	m2		
H	200mm thich Hard core bed wellcompacted	425	m2		
J	Soil sterilization	425	m2		
	Mass concrete grade 15				
K	Foundation footing	28	m3		
L	100mm think over site concrete	425	m2		
	Reinforced concrete grade 20				
M	To ground beam	10	m3		
	COLLECTION PAGE 1/1				

ITEM	DESCRIPTION	QNTY	UNITY	RATE	AMOUNT
	Reinforcements				
A	4Y12mm dia bars to plinth beam	630	kgs		
B	8mm stirrups	468	kgs		
	<u>Form work</u>				
C	Vertical sides of ground beams	85	m2		
	Walling				
D	230mm thick foundation walls	205	m2		
E	230mm wide damp proof course (DPC)	145	Im		
F	Ditto;at rate of 8litres to external side of foundation walls	145	Im		
	COLLECTION PAGE 1/2				
	COLLECTION SUMMARY				
	Collection Page 1/1				
	Collection Page 1/2				
	TOTAL COLLECTION				
	SUBSTRUCTURE CARRIED TO GENERAL SUMMARY				

ITEM	DESCRIPTION	QNTY	UNITY	RATE	AMOUNT
	SUPERSTRUCTURE				
	ELEMENT NO 2:FRAME				
	Reinforced concrete grade 20				
A	To lintle/Beam	10	m3		
	Reinforcement				
	<u>Supply and fix hot rolled mild steel round bar reinforcements to B.S 4449; straight or bent in any location:</u>				
B	Y12mm dia To beams	756	kgs		
C	Y8mm dia stirrups	489	kgs		
	Block walls				
D	150 thick Block walls Externally	220	m2		
E	Ditto internally	283	m2		
	FRAME COLLECTION SUMMARY				
	ELEMENT NO.TWO,FRAME CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QNTY	UNITY	RATE	AMOUNT
	ELEMENT NO 3:ROOFING				
	Roof structure				
	Timber for roof structure well impregnated				
A	50x150mm Rafters	178	Im		
B	50x100mm struts	266	Im		
C	50x75mm purlins	230	Im		
	Supply and fix selected prime quality hardwood				
D	20x230mm fascia/barge board	94	Im		
	Roof covering				
	IT sheets as manufactured by GALCO or equal approved manufactures, 28 gauge with sides and end laps per manufacture's specification fixed to timber purlins (measured separately) including painting with approved roof paint				
E	Roof covering sloping not more than 45 degrees from horizontal	320	m2		
	Roof drainage				
	Plasco UPVC to ISO R161 including fixing with UPVC brackets at 900 centres, screwed; including 150mm end laps				
A	Gutters, 100mm; half round	24	Im		
B	75mm dia down pipes; plugged	24	Im		
	COLLECTION PAGE 3/1				
	ELEMENT NO THREE: ROOF CARRIED TO GENERAL SUMMARY				

ITEM	DESCRIPTION	QNTY	UNITY	RATE	AMOUNT
	ELEMENT NO 4:DOORS				
A	1500mm x 2700mm thick hard wood doors	1	no		
B	900mm x 2700mm thick hard wood doors	6	no		
C	800mm x 2700mm thick hard wood doors	8	no		
	ELEMENT NO FOUR DOORS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QNTY	UNITY	RATE	AMOUNT
	ELEMENT NO 5:WINDOWS Supply and fix composite aluminium windows in to specified manufactures to clients sutsfactory				
A	2800x1500mm thick	5	no		
B	1500mmx1500mm thick	8	no		
C	600x600mm thick	8	no		
	ELEMENT NO.FIVE: WINDOWS CARRIED TO GENERAL SUMMARY				

	ELEMENT NO 6, FINISHING				
A	To floor 31mm backing to receive floor tiles	425	m2		
B	300x300mm thick porcelain floor tiles with rubbed surface finish laid to regular pattern on 31mm thick cement and sand 1:3 screeded bed.	425	m2		
	Walls plastering				
	Internal plaster				
C	15mm internal plaster in two coats	384	m2		
	External walls				
D	15mm external render	201	m2		
	COLLECTION PAGE 6/1				

ITEM	DESCRIPTION	QNTY	UNITY	RATE	AMOUNT
	Tiles to toilets				
	Wall tiles				
A	12mm backing to receive wall tiles	72	m2		
B	150x150x6mm thick white glazed ceramic Wall tiles laid to regula patten on 12mm thick cement and sand (1:4) backing.	72	m2		
C	50 x 15mm gypsum cornice	85	1m		
D	450mm long x 9mm thick porcelain tiles skirting internal and external with rubbed surface finish laid on 12mm thick cement and sand (1:4) backing.	85	1m		
E	9mm gypsum board ceiling fixed to 50x50 treated softwood brandering at 600mm c/c both ways internal & external.	425	m2		
F	50x50mm treated softwood brandering at 900mm c/c	606	Im		
	COLLECTION PAGE 6/2				
	COLLECTION				
	COLLECTION PAGE 6/1				
	COLLECTION PAGE 6/2				
	TOTAL COLLECTION				
	ELEMENT NO: SIX FINISHING CARRIED TO GENERAL SUMMARY				

ITEM	DESCRIPTION	QNTY	UNITY	RATE	AMOUNT
	ELEMENT NO 7: PAINTING AND DECORATION				
A	Prepare and apply three undercoat of white Acrylic/silk paint on plastered wall internally	384	m2		
B	Prepare and apply three under coats of weatherguard paint to wall externally.	201	m2		
C	Prepare and apply three under coats of emulsion paint to gypsum ceiling.	425	m2		
D	Varnish on doors	50	m2		
E	Frames and the like	65	Im		
	ELEMENT NO SEVEN: PAINTING & DECORATION CARRIED TO GENERAL SUMMARY				
	ELEMENT NO 8: INSTALLATION SERVICES				
A	Allow provissional sum for plumbing installation	1	item		
B	Allow provissional sum for Electrical installation	1	item		
	ELEMENT NO EIGHT INSTALLATION SERVICES CARRIED TO GENERAL SUMMARY				

ITEMS	DESCRIPTION	QNTY	UNITY	RATE	AMOUNT
	COLLECTION SUMMARY				
1	SUBSTRUCTURE				
2	FRAME				
3	ROOF				
4	DOORS				
5	WINDOWS				
6	FINISHING				
7	PAINTING & DECORATION				
8	INSTALLATION SERVICES				
	TOTAL				
	ADD 18% VAT				
	GRAND TOTAL VAT INCLUSSIVE				

SECTION IX: TENDER FORMS

1. Form of Contract Agreement

This Agreement, made the [day] day of [month], [year] between [name and address of Employer] (hereinafter called "the Employer") and [name and address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of [contract price in words and figures] (hereinafter called "Contract Price").

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. the Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

Was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____

In the presence of: _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

4. Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between [name and address of PE] of Tanzania (hereinafter called "the PE") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of agreement;
 - (b) the Form of Tender and the Price Schedule submitted by the Tenderer;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the GCC;
 - (g) the Purchaser's Letter of Acceptance; and
 - (h) [add here: any other documents]
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The PE hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the PE)

Witness to the signatures of the PE:

.....

Signed, sealed, delivered by _____ the _____ (for the PE)

Witness to the signatures of the Supplier:

2. Form of Tender

[date]

To: [name and address of Employer]

We [insert name of tenderer], offer to execute the [name and identification number of contract] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of [amount in numbers], [amount in words] [name of currency].

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals [insert local]	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is:-

Amount	Currency
(a)	
(b)	

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We hereby confirm [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 43.1 [Adjudicator]

We are not participating, as tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the tendering documents.

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT 3.7 [Eligibility of Tenderers]

With reference to ITT 3.11 [Eligibility of Tenderers], it is our intention to subcontract approximately [insert the percent] percentage of the Tender /Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Government of the

United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities of fees have been paid or are to be paid by us to agents relating to this tender, and to contract execution if we are awarded the contract:-

Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity

(if none has been paid or is to be paid, state "none")

This tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this tender complies with the tender validity and Tender Security required by the tendering documents and specified in the Tender Data Sheet.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

3. Standard Power of Attorney

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution No.....of day of*[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* that is to say;

To act for the company and do any other thing or things incidental for *[insert tender Number]* of *[insert description of procurement]* for the *[insert name of the procuring entity]*;

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said *[[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert region]* for and on behalf of *[insert name of the company]*

SEALED and DELIVERED by the
Common Seal of *[insert name of the donor/coy]*
This *[insert date, month and year]* }

.....
DONOR

BEFORE ME:

.....
COMMISSIONER FOR OATHS

Acknowledgement

I [*insert name of donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
[*insert name of donee*] Identified to me
by [*insert name*]
The latter known to me personally
This [*insert date, month and year*],

.....
DONEE

BEFORE ME

.....
COMMISSIONER FOR OATHS

4. Appendix to Tender

Schedule of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code	Index description	Source of index	Base value and date	Tenderer's related currency amount	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Nonadjustable	—	—	—	a: _____* b: ----- to -----* c: ----- to -----* d: ----- to -----* e: ----- to -----* etc.	a: _____* b: _____ c: _____ d: _____ e: _____ etc.
Total						1.00

* To be entered by the Procuring Entity

Table B. Foreign Currency

State type: [If the Tenderer wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/amount	Equivalent in Foreign Currency 1	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Non-adjustable	—	—	—		a: _____* b: _____ to _____* c: _____ to _____* d: _____ to _____* e: _____ to _____* etc.	a: _____* b: _____ c: _____ d: _____ e: _____ etc.
Total							1.00

* To be entered by the Procuring Entity

Table C. Summary of Payment Currencies

For[insert name of Section of the Works]

[Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Net Tender Price (NBP) $\frac{100 \times C}{NBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Net Tender Price				100.00
Provisional sums expressed in local currency	*		*	
TENDER PRICE				

* To be entered by the Procuring Entity

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

5. Letter of Acceptance

[letter head paper of the Employer]

[date]

To: [name and address of the Contractor]

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the SCC] for the Contract Price of the equivalent of [amount in numbers and works] [name of currency], as corrected and modified in accordance with the ITT is hereby accepted by our Procuring Entity.

We are hereby requesting [insert the name of the Appointing Authority], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 43.1

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Form of Contract

6. Qualification Information

Form of Qualification Information

To establish qualifications to perform the contract the Tenderer shall provide information requested below:

Individual Tenderers or Individual Member of Joint Ventures

1.1 Eligibility

Constitution or legal status of Tenderer: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Registration/ Certificate of Incorporation *[attach]*

Current Business License *[attach]*

Conflict of Interest – No conflict of interest in accordance with ITT 3.6 [should be declared in the Form of Tender]

Government-owned entity – meet conditions of ITT 3.8 [Attach legal status]

Experience

- 1.2 Work performed as prime Contractor on works of a similar nature and volume over the last *[PE to insert number]* years.

S/No.	Project Name and Country	Name of Employer and full address	Contractor Participation	Type of Work Performed	Year	Value of Contract
1.						
2.						
3.						

To comply with this requirement, works cited should be at least 70 per cent complete.

Experience as prime contractor, sub-contractor in at least a number of Contracts *[PE to insert number of contracts]* for the past *[PE to insert number]* years, each with a minimum value *[PE to insert minimum value in TZS]* that have been successfully and substantially completed and that are similar to the proposed works.

Information related to current commitment

- 1.3 The tenderer(s) shall list in the table below details of work under way or committed, including expected completion dates. The provided information may be used by PE for postqualification where applicable.

S/No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1.					
2.					
n-1					
N					

1.4 Equipment and Plants

Major items of Contractor's Equipment proposed for carrying out the works.
List all information requested below

List all information requested below

S/No.	Item of equipment [PE to list required equipment]	Description, make, and age (years)	Condition (new, good, Poor) and number available	Owned, leased (from whom?) or to be purchased (from whom?)
1.				
2.				
3.				
n-1				
n				

1.5

Personnel

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (CVs of all key proposed key personnel shall be attached)

S/No.	Position [PE to list required key personnel]	Name	Years of Experience (General Experience) [PE to list required Years of Experience]	Years of experience in proposed position [PE to list Years of Experience]
1.				
2.				
3.				
n-1				
n				

1.6

Subcontracting

Proposed sub-contractor and firms involved. Refer to ITT Sub-Clause 3.11 and Clause 8 of General Conditions of Contract

S/No.	Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
1.				
2.				
n-1				
n				

1.7

Average Annual Construction Turnover

Minimum average annual construction turnover of TZS [PE to insert amount], calculated as total certified payments received for contracts in progress and/or completed within the last [PE to insert number] years, divided by [PE to insert number] years.

Annual turnover data (construction only)			
Year	Amount Currency	Exchange Rate	TZS Equivalent
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
		Average Annual Construction Turnover★	

★ Total TZS for all years divided by the number of years.

1.8**Financial Situation and Performance**

Financial reports for the number of years [*PE to specify number of years*]. Balance sheets, profit and loss statements, auditors' reports, etc.

[List below and attach copies.]

The submitted financial reports must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long term profitability. PE shall calculate the following two financial analysis ratios

- i) Average Current Ratio ≥ 10
- ii) Average Debt Ratio ≤ 0.75

In analysing the current ratios in (i) above, the trend for the latest audited financial statement must be higher than its previous financial statement

The table below should be filled by the tenderers by extracting relevant information from the financial reports. Tenderer must also submit a complete set of a general purpose financial statement which shall include i) Income statement ii) Statement of cash flow iii) Statement of financial position iv) Statement of change in Owner's equity and v) Notes to the the financial statements

Type of Financial information in (TZS)	Historic information for previous (TZS equivalent)				
	Year 1	Year 2	Year 3	Year4	Year n
Statement of Financial Position (Information from Balance Sheet)					
Total Liabilities (TL)/Total debt					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					

1.9**Financial Capability**

The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as TZS [*PE to insert the amount*] for the subject contract(s) net of the Tenderers other commitments

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts.

Source of financing	Amount (TZS Equivalent)
1.	
2.	
3.	
4.	

1.10 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contracted by the Employer.

1.11 Litigation History

Provide information on current litigation in which the Tenderer has been involved in the past period of {*PE to insert number of years*}. Litigation record shall be used as a criteria during post qualification

S/No.	Other party(ies)	Matter in dispute	Year	Contract value
1.				
2.				

1.12 Occupation Health and Safety Policy

Information regarding Occupation Health and Safety Policy and Safety Record of the Tenderer

1.12 Proposed Work Programme

Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the tendering documents.

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.

SECTION X: FORMS OF SECURITY

1. Tender-Securing Declaration

Date: *[insert **date** (as day, month and year)]*

Tender No.: *[insert **number of tendering process**]*

Alternative No.: *[insert **identification No if this is a Tender for an alternative**]*

To: *[insert complete name of Procuring Entity (PE)]*

We, *[insert the name of tenderer]*, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the PE for the period of time determined by the Authority, if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) Disagree to arithmetical correction made to the tender price; or
- (c) have been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITB. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the s-successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

2. Tender Security (Bank Guarantee)

*[If required, the **Bank/Tenderer** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets .]*

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of PE]*

Date: *[insert date]*

TENDER GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its tender dated *[insert date]* (hereinafter called "the Tender") for the execution of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the PE's Country or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the tender conditions, because the Tenderer:

- (a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (b) Disagreement to arithmetical correction made to the tender price; or

- (c) having been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) fail or refuse to execute the Contract, if required, failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents., in accordance with the ITT.

This Guarantee shall expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the Tenderer was unsuccessful, or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) of authorized representative(s)]

3. Form of Tender Security (Tender Bond)

[If required, the Surety/Tenderer shall fill in this Tender Bond Form in accordance with the instructions indicated in brackets.]

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Tenderer; if joint venture, insert complete legal names of partners]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of Surety]*, **authorized to transact business in** *[insert name of country of Employer]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of PE]* as Obligee (hereinafter called "the PE") in the sum of *[insert amount in figures expressed in the currency of the PE's Country or the equivalent amount in an international freely convertible currency]* *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the PE dated the *[number]* day of *[month]*, *[year]*, for the construction of *[insert name of Contract]* (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;
- (2) Disagreement to arithmetical correction made to the tender price; or
- (3) having been notified of the acceptance of our Tender by the PE during the period of tender validity, (i) failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

(a)

then the Surety undertakes to immediately pay to the PE up to the above amount upon receipt of the PE's first written demand, without the PE having to substantiate its demand, provided that in its demand the PE shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation shall remain in full force and affect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the PE at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert number]* day of *[month]*, *[year]*

Principal: _____

Surety: _____
Corporate Seal (where appropriate)

[insert signature(s) of authorized representative(s)]

[insert signature(s) of authorized representative(s)]

[insert printed name and title]

[insert printed name and title]

4. Performance Bank Guarantee [Unconditional]

[The **bank/successful Tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has been awarded Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures] ([insert amount in words])*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year]*, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s) of an authorized representative(s) of the Bank]

5. Performance Bond

[The Surety/successful Tenderer providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called "the Contractor") and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name and address of Employer]* as Obligee (hereinafter called "the Employer") in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price;

but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*
on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

6. Bank Guarantee for Advance Payment

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Contractor] (hereinafter called "the Contractor") has been awarded Contract No. [reference number of the contract] dated _____ with you, for the execution of [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] () [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of ____, 2___, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

SECTION XI: FORMS - INTEGRITY

UNDERTAKING BY BIDDER ON ANTI - BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

- (1) Each Bidder must submit a statement, as part of the bid documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a bid is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Bidder may cover the subcontractors and consortium partners in its own statement, provided the Bidder assumes full responsibility.
- (3)
 - (a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - (b) Each Bidder will make full disclosure in the bid documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the bid and, if successful, the implementation of the contract.
 - (c) The successful Bidder will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
 - (d) Within six months of the completion of the performance of the contract, the successful Bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
 - (e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Bids which do not conform to these requirements shall not be considered.

- (5) If the successful Bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their bid, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of the United Republic of Tanzania has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Bidder may be disclosed to another Bidder or to the public).

MEMORANDUM

(Regulation 78 (2) of the Public Procurement Regulations GN No. 446 of 2013 as Amended in 2016)

This company _____ (*name of company*) places importance on competitive bidding taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____